taking judicial notice of, or making any presumption in regard to, the foreign law. To attain a similar result, courts have, in absence of proof of foreign law, presumed it to be the same as the *lex fori*. *Linton* v. *Moorehead*, 209 Pa. St. 646. This presumption may well be applied to jurisdictions like England and those American states which have always been under an English system of law. See *Norris* v. *Harris*, 15 Cal. 226. But it cannot logically be applied to such foreign countries as France or Turkey, since it is judicially known that the common law is not there in force. *Re Hall*, 61 N. Y. App. Div. 266. See *Aslanian* v. *Dostumian*, 174 Mass. 328. But a recent case shows a somewhat far-fetched refinement. A Missouri court refused to presume that the common law existed in Kansas, on the theory that Kansas was not carved out of English territory, but was acquired from France. See *Mathieson* v. *St. Louis & S. F. Ry. Co.*, 118 S. W. 9 (Mo.). The rule laid down by the principal case is simple and capable of universal application, but it overlooks the fact that the defendant's liability depends entirely upon Cuban law. *Slater* v. *Mexican National R. R. Co.*, 194 U. S. 120. The plaintiff, not having established this liability, has made out no case. For a further discussion of this subject, see 19 HARV. L. REV. 401–417.

HOMESTEAD — CONTRACT TO CONVEY SIGNED BY HUSBAND ALONE. — The defendant's wife refused to join in a conveyance of the homestead pursuant to a contract entered into by the defendant but not signed by herself. The defendant then refused to convey his interest. By the constitution of Michigan deeds of homesteads not signed by the wife are void. *Held*, that the defendant is not liable in an action at law for breach of contract. *Lawrence* v. *Vin Kemulder*, 122 N. W. 88 (Mich.).

Specific performance manifestly cannot be had against a husband who is incapable alone of making a valid conveyance. *Mundy* v. *Shellaberger*, 153 Fed. 219. But inability to perform is not of itself an excuse for a breach of contract. Thus a person who obligates himself to convey land over which he has not the power of disposal, is ordinarily answerable in damages. *Carr* v. *Dooley*, 19 N. Y. Misc. 553. And a husband who covenants to give perfect title and is prevented from so doing by his wife's dower right, is liable upon his covenant. *Drake* v. *Baker*, 34 N. J. L. 358. The principal case can be supported only on the ground of public policy. The argument is that the liability of the husband upon his contract operates to coerce the wife to sign the deed against her better judgment. *Weitzner* v. *Thingstad*, 55 Minn. 244. But ordinarily, freedom from liability would be used by the husband simply as a means of escape from an unprofitable bargain. Hence it seems wiser to make no exception to the usual rule of contracts. *Eberling* v. *Deutscher Verein*, 72 Tex. 339.

INSURANCE — INSURABLE INTEREST — WHAT CONSTITUTES INSURABLE INTEREST IN A LIFE. — *Held*, that the relation of husband and wife *per se* gives to the husband an insurable interest in the life of the wife. *Griffiths* v. *Fleming*, 100 L. T. R. 765 (Eng., Ct. App., Mch. 2, 1909). See NOTES, p. 57.

INSURANCE — INSURABLE INTEREST — WHETHER NECESSARY IN ASSIGNEE OF LIFE POLICY. — X took out a policy of insurance on his own life. Later, he assigned it to Y, who had no insurable interest in life of the assured. On the death of X the insurer paid the money due into court and filed a bill of interpleader against Y and X's administrators. *Held*, that the assignee can recover only what he actually paid for the assignment and as premiums. *Russell* v. *Grigsby*, 168 Fed. 577 (C. C. A., Sixth Circ.).

A distinct conflict of authority exists as to the validity of an assignment of a life policy to one having no insurable interest in the life. Most jurisdictions hold that such a policy, valid in its inception, is merely a chose in action which modern commercial needs require to be freely assignable as such. *St. John* v. *American Mutual Life Insurance Co.*, 13 N. Y. 31; *Gordon* v. *Ware National Bank*, 132